THIRD PARTY COMPLAINT CV-14-6025333s

SUMMONS - CIVIL

JD-CV-1 Rev. 9-14
C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259, P.B. Secs. 3-1 through 3-21, 8-1

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

See other side for instructions

☐ "X" if amount, legal interest or property in demand, not including interest and costs is less than $2,500.
☒ "X" if amount, legal interest or property in demand, not including interest and costs is $2,500 or more.
☒ "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed *(Number, street, town and zip code)* *(C.G.S. §§ 51-346, 51-350)*	Telephone number of clerk *(with area code)*	**Return Date** *(Must be a Tuesday)*
300 Grand Street, Waterbury, CT 06702	**(203) 591-3300**	September (Month) 15 (Day), 2015 (Year)

☒ Judicial District ☐ Housing Session ☐ G.A. Number:	At *(Town in which writ is returnable)* *(C.G.S. §§ 51-346, 51-349)*	Case type code *(See list on page 2)*
	Waterbury	Major: **T** Minor: **20**

For the Plaintiff(s) please enter the appearance of:

Name and address of attorney, law firm or plaintiff if self-represented *(Number, street, town and zip code)*	Juris number *(to be entered by attorney only)*
Neubert, Pepe & Monteith, 195 Church St., 13th Fl., New Haven, Ct 06510	**407996**

Telephone number *(with area code)*	Signature of Plaintiff *(If self-represented)*
(203) 821-2000	

The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book. ☒ Yes ☐ No

Email address for delivery of papers under Section 10-13 *(if agreed to)*: **sallentuch@npmlaw.com**

Number of Plaintiffs: **1** | Number of Defendants: **5** | ☒ Form JD-CV-2 attached for additional parties

Parties	Name *(Last, First, Middle Initial)* and Address of Each party *(Number; Street; P.O. Box; Town; State; Zip; Country, if not USA)*	
First Plaintiff	Name: Third Party Plaintiff: Stamford Health System, Inc., d/b/a Stamford Hospital Address: **30 Shelburne Road, Stamford, CT 06902**	P-01
Additional Plaintiff	Name: Address:	P-02
First Defendant	Name: Third Party Defendant: Ethicon, Inc., U.S. Route 22, Somerville, NJ 08876; Address: **Agent for Service: CT Corporation System, One Corporate Center, Hartford, CT 06103**	D-01
Additional Defendant	Name: Third Party Defendant: Ethicon, LLC, PR 9931,San Lorenzo, Puerto Rico; Agent for Service: CT Corp. Address: **KM 8.3 carr Estatal 183, San Lorenzo, PR 00754 - P.O. Box 982, San Lorenzo, PR 00754-0982**	D-02
Additional Defendant	Name: Third Party Defendant: American Medical Systems, Inc., 107800 Bren Road West, Minnetonka, MN 55343; Address: **Agent for Service:CT Corporation System, One Corporate Center, Hartford, CT 06103**	D-03
Additional Defendant	Name: Third Party Defendant: American Medical Systems Holdings, Inc., Agent for Service: Address: **The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Willmington, DE 19801**	D-04

Notice to Each Defendant

1. **YOU ARE BEING SUED.** This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
2. To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
3. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at *www.jud.ct.gov* under "Court Forms."
4. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or on-line at *www.jud.ct.gov* under "Court Rules."
5. If you have questions about the Summons and Complaint, you should talk to an attorney quickly. **The Clerk of Court is not allowed to give advice on legal questions.**

Signed *(Sign and "X" proper box)*	☒ Commissioner of the Superior Court ☐ Assistant Clerk	Name of Person Signing at Left	Date signed
		Simon I. Allentuch	08/13/2015

If this Summons is signed by a Clerk:
a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.

For Court Use Only
File Date

I certify I have read and understand the above:	Signed *(Self-Represented Plaintiff)*	Date

Name and address of person recognized to prosecute in the amount of $250
Sara Braun, 195 Church Street, 13th Fl., New Haven, CT 06510

Signed *(Official taking recognizance; "X" proper box)*	☒ Commissioner of the Superior Court ☐ Assistant Clerk	Date	Docket Number
		08/13/2015	

CIVIL SUMMONS
CONTINUATION OF PARTIES
JD-CV-2 Rev. 9-12

STATE OF CONNECTICUT
SUPERIOR COURT

First named Plaintiff *(Last, First, Middle Initial)*
Stamford Health System, Inc., d/b/a Stamford Hospital

First named Defendant *(Last, First, Middle Initial)*
Ethicon, Inc.

Additional Plaintiffs

Name *(Last, First, Middle Initial, if individual)*	Address *(Number, Street, Town and Zip Code)*	CODE
		03
		04
		05
		06
		07
		08
		09
		10
		11
		12
		13

Additional Defendants

Name *(Last, First, Middle Initial, if individual)*	Address *(Number, Street, Town and Zip Code)*	CODE
Third party Def:Johnson & Johnson, One Johnson & Johnson Plaza, New Brunswick, NJ 08901; Pursuant to Conn. Gen. Stat. 33-929-Attention: Secretary of the Corporation, One Johnson & Johnson Plaza, New Brunswick, NJ 08901		05
		06
		07
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		12
		13
		14

FOR COURT USE ONLY - File Date

Docket number

CIVIL SUMMONS-Continuation

DOCKET NO.: CV-14-6025333S	:	**COMPLEX DOCKET**
STAMFORD HEALTH SYSTEM, INC. D/B/A STAMFORD HOSPITAL,	:	**J.D. OF WATERBURY**
V.	:	**AT WATERBURY**
ETHICON, INC., ETHICON, LLC, JOHNSON & JOHNSON, INC., AMERICAN MEDICAL SYSTEMS, INC., and AMERICAN MEDICAL SYSTEMS HOLDINGS INC.,	:	**AUGUST 13, 2015**

THIRD PARTY COMPLAINT FILED PURSUANT TO C.G.S. § 52-577a(b)

Stamford Health System, Inc. d/b/a Stamford Hospital (hereafter "Stamford Hospital"), as and for its third party complaint filed pursuant to Conn. Gen. Stat. § 52-577a(b) against the third party defendants alleges as follows:

1. Third party plaintiff, Stamford Health System, Inc. d/b/a Stamford Hospital (hereafter "Stamford Hospital") provides health services to residents of Stamford, Connecticut and surrounding areas through a not-for-profit, 305-bed community medical center called Stamford Hospital.

2. Stamford Hospital is a defendant in an action brought by plaintiffs, Robin Sherwood and Greg Hoelscher. A copy of plaintiffs' Complaint ("the Complaint") is attached hereto as Exhibit A.

3. Defendant, Johnson & Johnson ("J&J") is a corporation, and according to its website, the world's largest and most diverse medical device and diagnostics company, with its worldwide headquarters located at One Johnson & Johnson Plaza, New Brunswick, New Jersey. Within J&J there are three sectors, medical devices and diagnostics, pharmaceutical, and consumer. Within the medical devices and diagnostic sector are "Business Units" including the "Ethicon Franchise." The Ethicon Franchise was charged by J&J with the design, development,

promotion, marketing, testing, training, distribution and sale of the pelvic floor repair products at issue in this case. The companies which comprise the Ethicon Franchise are thus controlled by J&J and include, but are not limited to, Ethicon Inc., Ethicon LLC, Ethicon LTD.

4. Defendant, Ethicon, Inc. ("Ethicon Inc."), is a wholly owned subsidiary of Defendant Johnson & Johnson located in Somerville, New Jersey.

5. Defendant, Ethicon, LLC ("Ethicon LLC"), is a wholly owned subsidiary of Johnson & Johnson Medical, Inc., located in San Lorenzo, Puerto Rico. Ethicon LLC was charged by J&J with the manufacture of Ethicon Inc.'s pelvic floor repair products.

6. Third Party Defendants J&J, Ethicon, Inc. and Ethicon LLC's (collectively the "J&J Defendants") products, Gynecare Prolift kit and Gynecare TVT Secur, were implanted into Ms. Sherwood and are the subject of a products liability action she brought against Stamford Hospital.

7. Defendant American Medical Systems, Inc. ("AMS") is a wholly owned subsidiary of defendant American Medical Systems Holdings Inc. and a Delaware corporation.

8. Defendant American Medical Systems, Holdings Inc., ("AMS Holdings") is a Delaware corporation. At all times material to this action, AMS and AMS Holdings have designed, patented, manufactured, labeled, marketed, and sold and distributed a line of pelvic mesh products. AMS Holdings controls and directs its wholly owned subsidiary, AMS.

9. Third Party Defendants AMS and AMS Holdings' (collectively the "AMS Defendants") product, the Monarc Subfacial Hammock, was implanted into Ms. Sherwood and is the subject of a products liability action she brought against Stamford Hospital.

Count One: Product Liability

10. Stamford Hospital brings this action pursuant to Conn. Gen. Stat. § 52-577a(b).

11. Although hotly disputed by the Hospital, Ms. Sherwood has alleged that Stamford Hospital is a product seller within the meaning of Conn. Gen. Stat. §52- 572m(a).

12. According to the Complaint, plaintiffs allege that Stamford Hospital is also a manufacturer within the meaning of Conn. Gen. Stat. § 52- 572m(e). Stamford Hospital also hotly contests this allegation. As Ms. Sherwood, her husband and their counsel know, the third party defendants have manufactured the products that were implanted into Ms. Sherwood by her physician and Stamford Hospital had nothing to do with manufacturing, patenting, or marketing them. Plaintiffs and their counsel made these allegations against the Hospital knowing that they were false in violation of Practice Book section 10-5.

13. According to the Complaint, in furtherance of their product liability claim, plaintiffs allege that the products implanted into Ms. Sherwood were defective and caused plaintiffs' injuries and damages as set forth in greater detail in her attached Complaint.

14. According to the Complaint, plaintiffs allege that the Pelvic Mesh Products were indicated for the treatment of medical conditions in the female pelvis, pelvic organ prolapse, and stress urinary incontinence.

15. According to the Complaint, plaintiffs allege that Johnson & Johnson, Ethicon, Inc., Ethicon Women's Health and Urology, Gynecare, and American Medical Systems, Inc. are product sellers within the meaning of Conn. Gen. Stat. § 572m(a) and manufacturers within the meaning of Conn. Gen. Stat. § 572m(e). Upon information and belief, all of the third party defendants are product sellers under the statute and have taken steps or participated in developing, patenting, marketing, and selling their respective products that were implanted into Ms. Sherwood.

16. According to the Complaint, plaintiffs allege that Johnson & Johnson, Ethicon, Inc., Ethicon Women's Health and Urology, Gynecare, and American Medical Systems, Inc., inter-alia, marketed and or furthered the marketing of, placed into the stream of commerce, distributed, manufactured, packaged, repackaged, labeled, sold, resold, installed, designed, and/or prepared for implementation and use, some or all of the Pelvic Mesh Products that plaintiff, Robin Sherwood, alleges were implanted in her on or about April 21, 2006, and were defective and caused plaintiffs injuries and damages as set forth in the Complaint. Upon information and belief, all of the third party defendants had a role in performing these actions.

17. According to the repetitive, disorganized and sloppily pled Complaint, the J&J Defendants and the AMS Defendants were engaged in the business of placing medical devices into the stream of commerce by advertising, designing, manufacturing, testing, training, marketing, promoting, packaging, labeling, and/or selling such devices, including the devices that were implanted into Ms. Sherwood. Stamford Hospital, as plaintiffs and their counsel well know, did none of these things.

18. As alleged in the Complaint, the devices implanted into Ms. Sherwood and described above were designed and sold by the third party defendants for the treatment of medical conditions in the female pelvis, primarily pelvic organ prolapse and stress urinary incontinence.

19. The third party defendants placed the products implanted into Ms. Sherwood and described above into the stream of commerce and they were purchased by hospitals throughout Connecticut.

20. The products described above were implanted in plaintiff Robin Sherwood on or about April 21, 2006.

21. The Complaint alleges that the products that were implanted into Ms. Sherwood were neither altered or modified before being placed into her, or if they were altered or modified such alteration or modification was in accordance with the instructions or specifications of the third party defendants, and/or the alteration or modification was made with the consent of the third party defendants, and/or the alteration or modification was the result of conduct that reasonably should have been anticipated by the third party defendants.

22. If plaintiffs have been injured and damaged as alleged in the Complaint, and if the Product Liability allegations made by plaintiffs are true, then the third party defendants are liable and legally responsible to plaintiffs by virtue of Conn. Gen. Stat. § 52-572m, et seq., the Connecticut Product Liability Act (the "CPLA"), in one or more of the following ways as alleged in the Complaint:

a.) The products described herein and implanted into Ms. Sherwood were manufactured and sold in a defective and unreasonably dangerous condition and could not be used without unreasonable risk of injury to plaintiff;

b.) The products described herein and implanted into Ms. Sherwood contained manufacturing defects in that they were not reasonably safe for their intended use and the third party defendants deviated materially from their design and manufacturing specification and/or such design and manufacture posed an unreasonable risk of harm to Ms. Sherwood in whom these products were implanted; the forgoing products are inherently dangerous and defective, unfit and unsafe for their intended and reasonably foreseeable uses, and do not meet or perform to the expectations of patients and their health care providers; the products create risks to the health and safety of patients that are far more significant and devastating than the risks posed by other products and procedures available to treat the corresponding medical conditions, and which far outweigh the utility of the products at issue in this case;

c.) The products described herein and implanted into Ms. Sherwood contained design defects including, but not limited to: the use of polypropylene material and/or collagen material and the immune reaction that results from such material, causing adverse reactions and injuries; the design of the products to be inserted into and through an area of the body with high levels of bacteria that adhere to the mesh causing immune reactions and subsequent tissue breakdown and adverse reactions and injuries; biomechanical issues with the

design of the products, including, but not limited to, the propensity of the products to contact or shrink inside the body, that in turn cause surrounding tissue to be inflamed, become fibrotic, and contract, resulting in injury; the use and design of arms and anchors in the products, which, when placed in the women, are likely to pass through contaminated spaces and injure major nerve routes in the pelvic region; the propensity of the products for "creep," or to gradually elongate and deform when subject to prolonged tension inside the body; the inelasticity of the products, causing them to be improperly mated to the delicate and sensitive areas of the pelvis where they are implanted, and causing pain upon normal daily activities that involve movement in the pelvis (e.g., intercourse, defecation); the propensity of the products for degradation or fragmentation over time, which causes a chronic inflammatory and fibrotic reaction, and results in continuing injury over time; the propensity of the products for particle loss or "shedding", which causes a chronic inflammatory response and fibrotic reaction, and results in continuing injury over time; the lack of porosity of the products, which leads to fibrotic bridging and results in continuing injury over time; the design of trocars, as devices to insert the products into the vagina, are defective because the device requires tissue penetration in nerve rich environments which results frequently in the destruction of nerve endings causing pain and other injuries; and the creation of a non-anatomic condition in the pelvis leading to chronic pain and functional disabilities when the mesh is implanting according to the manufacturers' instructions;

d.) The products described herein and implanted into Ms. Sherwood are also defective due to the Johnson & Johnson defendants' failure to adequately warn or instruct plaintiff and/or her health care providers of risks and complications including, but not limited to, the following: The products propensities to contract, retract, and/or shrink inside the body; the products' propensities for degradation, fragmentation and/or creep; the J&J Pelvic Mesh Products' inelasticity preventing proper mating with the pelvic floor and vaginal region; the products' lack of porosity in preventing proper mating with the pelvic floor and vaginal region; the rate and manner of mesh erosion or extrusion; the risk of chronic inflammation resulting from the products; the risk of chronic infections resulting from the products; the risk of permanent vaginal or pelvic scarring as a result of the products; the risk of permanent vaginal shorting as a result of the products; the risk of recurrent, intractable pelvic pain and other pain resulting from the products; that the products were not as safe as other products and procedures available to treat incontinence and/or prolapse; that the products were not as effective as other products and procedures available to treat incontinence and/or prolapsed; that the risk of adverse events with the products was higher than with other products and procedures available to treat incontinence and/or prolapse;

e.) The third party defendants breached their duty of care and were negligent as described herein in the design, manufacture, labeling, warning, instruction,

training, selling, marketing, and distribution of the products in one or more of the following respects: failing to design, manufacture, market, distribute, warn, label, study, test and/or sell the products so as to avoid unreasonable risk of harm to women in whom the products were implanted, including plaintiff; in the case of the J&J Defendants and the Prolift product, failing to use reasonable care in seeking and obtaining FDA clearance prior to marketing and selling the device for implantation into the human body; failing to conduct post-market vigilance, or surveillance; failing to report MDRs (Medical Device [adverse event] Reports); and failing to investigate reports of serious adverse events;

f.) The products described herein and implanted into Ms. Sherwood were defective and unreasonably dangerous to foreseeable consumers, patients, and users, including plaintiff, and the warnings labels, and instructions were deficient;

g.) The products described herein and implanted into Ms. Sherwood were inherently dangerous and defective, unfit and unsafe for their intended and reasonably foreseeable uses, and do not meet or perform to the expectations of patients and their health care providers;

h.) The products described herein and implanted into Ms. Sherwood defendants breached various express and implied warranties with respect to the J&J Pelvic Mesh Products including the following particulars: The Johnson & Johnson defendants represented to plaintiff and her physicians and healthcare providers through its labeling, advertising, marketing materials, detail persons, seminar presentations, publications, notice letters, and regulatory submissions that the products were safe and knowingly withheld and concealed information about the substantial risks of injury and/or death associated with using the products; the third party defendants represented to plaintiff and her physicians and healthcare providers that the products were as safe, and/or safer than other alternative procedures and devices, that complications are rare, and knowingly concealed information, which demonstrated that the products were not safer than alternatives available on the market and that complications were not, in fact, rare; and the third party defendants represented to plaintiff and their physicians and healthcare providers that the products were more efficacious than other alternative medications and knowingly concealed information, regarding the true efficacy of the products;

i.) The third party defendants also failed to perform or rely on proper and adequate testing and research in order to determine and evaluate the risks and benefits of the products.

j.) The third party defendants failed to design and establish a safe, effective procedure for removal of the products. Therefore, in the event of a failure,

injury, or complications, it is impossible to easily and safely remove the products described herein and implanted into Ms. Sherwood.

k.) Feasible and suitable alternative designs as well as suitable alternative procedures and instruments for implantation have existed at all times relevant as compared to the J&J Pelvic Mesh Products;

l.) The third party defendants provided incomplete, insufficient, and misleading training and information to physicians, in order to increase the number of physicians utilizing the products described herein and implanted into Ms. Sherwood, and thus increase the sales of the products, and also leading to the dissemination of inadequate and misleading information to patients, including plaintiff.

23. The third party defendants are or may be liable for all or part of plaintiffs' claim pursuant to Conn. Gen. Stat. § 52-577(a)b. Stamford Hospital alleges that it is not liable at all for the product liability claims plaintiffs have filed and that if anyone is responsible for plaintiffs' injuries, to the extent she is injured, it is the third party defendants.

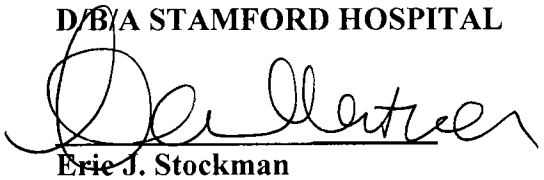
WHEREFORE, the third party plaintiff seeks the following:

1. If the Product Liability allegations made by plaintiffs in the Complaint are true, then a determination by the fact finder that the J&J Defendants are liable and legally responsible to plaintiffs by virtue of Conn. Gen. Stat. § 52-572m, et seq., and that the Johnson & Johnson defendants are liable for all or part of plaintiffs' claim pursuant to Conn. Gen. Stat. § 52-577(a)b;

2. If the Product Liability allegations made by plaintiffs in the Complaint are true, then a determination by the fact finder that the AMS Defendants are liable and legally responsible to plaintiffs by virtue of Conn. Gen. Stat. § 52-572m, et seq., and that the AMS Defendants are liable for all or part of plaintiffs' claim pursuant to Conn. Gen. Stat. § 52-577(a)b;

3. Any other relief which this court may deem appropriate at law or in equity.

DEFENDANT,
STAMFORD HEALTH SYSTEM, INC.,
D/B/A STAMFORD HOSPITAL



Erie J. Stockman
Simon I. Allentuch
NEUBERT, PEPE & MONTEITH, P.C.
195 Church Street, 13th Floor
New Haven, CT 06510
Tel. (203) 821-2000
Juris No. 407996

CERTIFICATION

THIS IS TO CERTIFY THAT a copy of the foregoing was mailed, postage prepaid, by U.S. Mail, this 13TH day of August, 2015, to the following counsel:

Brenden P. Leydon, Esq.
Tooher, Wocl & Leydon, LLC
80 Fourth Street
Stamford, CT 06905

SIMON I. ALLENTUCH
NEUBERT, PEPE & MONTEITH, P.C

EXHIBIT A

SUMMONS - CIVIL

JD-CV-1 Rev. 2-13
C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259, P.B. Secs. 3-1 through 3-21, 8-1

STATE OF CONNECTICUT
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See page 2 for instructions

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☒ "X" if amount, legal interest or property in demand, not including interest and costs is $2,500 or more.
☐ "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed *(Number, street, town and zip code)* (C.G.S. §§ 51-346, 51-350)	Telephone number of clerk *(with area code)*	Return Date *(Must be a Tuesday)*
123 HOYT STREET, STAMFORD, CONNECTICUT 06905	(203)965-5308	SEPTEMBER (Month) 16 (Day), 2014 (Year)

☒ Judicial District ☐ Housing Session ☐ G.A. Number:	At *(Town in which writ is returnable)* (C.G.S. §§ 51-346, 51-349)	Case type code *(See list on page 2)*
	STAMFORD	Major: T Minor: 20

For the Plaintiff(s) please enter the appearance of:

Name and address of attorney, law firm or plaintiff if self-represented *(Number, street, town and zip code)*	Juris number *(to be entered by attorney only)*
TOOHER WOCL & LEYDON, LLC, 80 FOURTH STREET, STAMFORD, CONNECTICUT 06905	106151

Telephone number *(with area code)*	Signature of Plaintiff *(if self-represented)*
(203) 324-6164	

Number of Plaintiffs: 2 | Number of Defendants: 1 | ☐ Form JD-CV-2 attached for additional parties

Parties	Name *(Last, First, Middle Initial)* and Address of Each party *(Number; Street; P.O. Box; Town; State; Zip; Country, if not USA)*	
First Plaintiff	Name: SHERWOOD, ROBIN Address: 1 CLAPBOARD RIDGE ROAD GREENWICH, CT 06830	P-01
Additional Plaintiff	Name: HOELSCHER, GREG Address: 1 CLAPBOARD RIDGE ROAD GREENWICH, CT 06830	P-02
First Defendant	Name: STAMFORD HEALTH SYSTEM, INC. D/B/A STAMFORD HOSPITAL; 30 SHELBURNE ROAD, STAMFORD, Address: CONNECTICUT, 06902. AGENT FOR SERVICE: CORPORATION SERVICE COMPANY, 50 WESTON STREET, HARTFORD, CONNECTICUT 06120	D-01
Additional Defendant	Name: Address:	D-02
Additional Defendant	Name: Address:	D-03
Additional Defendant	Name: Address:	D-04

Notice to Each Defendant

1. YOU ARE BEING SUED. This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
2. To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
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4. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or on-line at *www.jud.ct.gov* under "Court Rules."
5. If you have questions about the Summons and Complaint, you should talk to an attorney quickly. The Clerk of Court is not allowed to give advice on legal questions.

Signed *(Sign and "X" proper box)*	☒ Commissioner of the Superior Court ☐ Assistant Clerk	Name of Person Signing at Left	Date signed
		BRENDEN P. LEYDON	08/13/2014

If this Summons is signed by a Clerk:
a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.

For Court Use Only
File Date
ATTEST:
A TRUE COPY
NANCY F. MARINO
Connecticut State Marshal
Hartford County

I certify I have read and understand the above:	Signed *(Self-Represented Plaintiff)*	Date

Name and address of person recognized to prosecute in the amount of $250
ASHLEY AMES, 80 FOURTH STREET, STAMFORD, CONNECTICUT 06905

Signed *(Official taking recognizance; "X" proper box)*	☒ Commissioner of the Superior Court ☐ Assistant Clerk	Date	Docket Number
		08/13/2014	

RETURN DATE: SEPTEMBER 16, 2014	:	**SUPERIOR COURT**
ROBIN SHERWOOD; **GREG HOELSCHER**	:	**J.D. OF STAMFORD**
V.	:	**AT STAMFORD**
STAMFORD HEALTH SYSTEM **D/B/A STAMFORD HOSPITAL**	:	**AUGUST 13, 2014**

COMPLAINT

FIRST COUNT: (Product Liability Claim v. Stamford Health System, Inc. D/B/A Stamford Hospital

1. Plaintiff Robin Sherwood, is an individual married to the Co-Plaintiff Greg Hoelscher, with an address at 1 Clapboard Ridge Road, Greenwich, Connecticut.

2. Defendant, Stamford Health System, Inc. d/b/a Stamford Hospital is a hospital located at 30 Shelburne Road, Stamford, Connecticut 06902 which sells various medical products to patients, including the mesh products at issue in this lawsuit.

3. Stamford Hospital and its agents, servants and/or employees marketed and/or furthered the marketing of various medical products to patients, including the pelvic mesh products implanted into Plaintiff Robin Sherwood, the end user.

TOOHER WOCL & LEYDON LLC
80 FOURTH STREET, STAMFORD CT 06905
TEL: (203) 324-6184 • FAX: (203) 324-1407 • JURIS NO. 106151

TOOHER WOCL & LEYDON LLC
80 FOURTH STREET, STAMFORD CT 06905
TEL: (203) 324-6164 • FAX: (203) 324-1407 • JURIS NO. 106151

4. Stamford Hospital its agents, servants and/or employees including the Director of Urogynecology and Pelvic Reconstructive Surgery at Stamford Hospital furthered the marketing of various medical products to patients, including the pelvic mesh products implanted into the end user Plaintiff Robin Sherwood and specifically recommended specific mesh products to Ms. Sherwood that were subsequently implanted into her.

II. BACKGROUND OF PELVIC MESH PRODUCTS SOLD, DISTRIBUTED AND/OR MANUFACTURED BY THE DEFENDANT STAMFORD HOSPITAL

A. Johnson & Johnson

5. Johnson & Johnson is a corporation, and according to its website, the world's largest and most diverse medical devices and diagnostics company, with its worldwide headquarters located at One Johnson & Johnson Plaza, New Brunswick, New Jersey.

6. Ethicon, Inc. is a wholly owned subsidiary of Defendant Johnson & Johnson with an address at PO Box 151, Somerville, New Jersey 08876-0151.

7. Ethicon Women's Health and Urology is a division of Ethicon, Inc. located at the same address in Somerville, New Jersey.

TOOHER WOCL & LEYDON LLC
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8. Gynecare is a division of Ethicon, Inc. located at the same address in Somerville, New Jersey. Defendants Johnson & Johnson, Ethicon Women's Health and Urology, Ethicon, Inc. and Gynecare are collectively referred to herein as the Johnson & Johnson Defendants.

9. On or about October, 2002, the Johnson & Johnson Defendants began to market and sell a product known as Gynemesh, for the treatment of medical conditions in the female pelvis, primarily pelvic organ prolapse and stress urinary incontinence. All references to Gynemesh include all variations of or names used for Gynemesh, including but not limited to Gynemesh PS.

10. Gynemesh was derived from a product known as Prolene Mesh which was used in the treatment of medical conditions in the female pelvis, primarily pelvic organ prolapse and stress urinary incontinence. Prolene Mesh was derived from Johnson & Johnson's prolene mesh hernia product, and was and is utilized in the treatment of medical conditions in the female pelvis, primarily pelvic organ prolapse and stress urinary incontinence. All references to Prolene Mesh include all variations of Prolene Mesh, including but not limited to Prolene Soft.

11. On or about March, 2005, Johnson & Johnson began to market and sell a product known as Prolift, for the treatment of medical conditions in the female pelvis, primarily pelvic organ prolapse and stress urinary incontinence.

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The Prolift was offered as an anterior, posterior, or total repair system, and all references to the Prolift include by reference all variations. Johnson & Johnson pulled the Prolift from the market in 2012.

12. When Johnson & Johnson began marketing the Prolift it did so without clearance or approval from the FDA. Johnson & Johnson bypassed the FDA process (501(k) clearance) by concluding that it was substantially similar to a different product, the Gynemesh PS. Johnson & Johnson determined that the Prolift was an "in-line extension" of the Gynemesh PS device and, therefore, was covered under that existing approval.

13. The Prolift product was, in fact, a newly shaped mesh product that utilized new surgical tools and new surgical techniques including but not limited to blindly passing large trocars through a woman's pelvis.

14. Johnson & Johnson marketed the Prolift to physicians and hospitals as a new and innovative device with a new surgical procedure and surgical tools.

15. On or about May, 2008, Johnson & Johnson began to market and sell a product known as Prolift+M, for the treatment of medical conditions in the female pelvis, primarily pelvic organ prolapse and stress urinary incontinence. The Prolift+M was offered as an anterior, posterior, or total repair system, and all

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references to the Prolift+M include by reference all variations. Johnson & Johnson pulled the Prolift +M from the market in 2012.

16. During the FDA clearance/premarket notification process for the Prolift +M product in 2007, Johnson & Johnson was notified by FDA that one of its claimed substantially similar products, the Prolift, itself was not substantially similar to the Gynemesh PS and that Johnson & Johnson should have sought clearance or approval from the FDA. On or about August 24, 2007, the FDA warned Johnson & Johnson that, until it obtained clearance from the FDA it could not market the Prolift, but *may distribute* the Prolift for investigational purposes to obtain clinical data. The FDA warned that clinical investigations of the Prolift must be conducted in accordance with the investigational device exemption (IDE) regulations.

17. Johnson & Johnson disregarded the FDA's directive and continued to market the Prolift until May 15, 2008 when it received FDA clearance.

18. The products known as Prolene Mesh, Gynemesh, Prolift and Prolift+M as well as any unnamed pelvic mesh products designed and sold for similar purposes, inclusive of the instruments and procedures for implantation,

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are collectively referenced herein as Defendant's Pelvic Mesh Products.

B. AMS

19. American Medical Systems, Inc. ("AMS") is a corporation with headquarters at 10700 Bren Road, West Minnetonka, Minnesota 55343.

20. At all times relevant herein, AMS was engaged in the business of placing medical devices into the stream of commerce by designing, manufacturing, marketing, packaging, labeling, and selling such devices, including the Perigree System with IntePro Sling, Monarc Subfascial Hammock, and Apogee System with IntePro Sling.

21. The Perigree System with IntePro Sling, Monarc Subfascial Hammock, and Apogee System with IntePro Sling are products targeted at women who suffer from pain, discomfort, and stress urinary incontinence as a result of the weakening or damage caused to the walls of the vagina.

C. STAMFORD HOSPITAL

22. "Product seller" means any person or entity, including a manufacturer, wholesaler, distributor or retailer who is engaged in the business of

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selling such products whether the sale is for resale or for use or consumption. Connecticut General Statutes §52-572m(a).

23. At all times relevant herein, Defendant Stamford Hospital was engaged in the business of placing medical devices into the stream of commerce for resale, use and/or consumption by distributing, manufacturing, marketing, packaging, repackaging, labeling, selling and/or reselling, installing or otherwise preparing the product for implantation and use, including the pelvic mesh products that were implanted into the Plaintiff, Robin Sherwood.

24. The pelvic mesh products are products targeted at women who suffer from pelvic organ prolapse, pain, discomfort, and stress urinary incontinence as a result of the weakening or damage caused to the walls of the vagina.

25. Stamford Hospital furthered the marketing of the Johnson & Johnson and A.M.S. pelvic mesh products that were implanted into Plaintiff from their original place of manufacture to a physician, who was an agent, servant and/or employee of Stamford Hospital, who made the final delivery of the product to the end user, Plaintiff Robin Sherwood.

26. Defendant Stamford Hospital is a distributor, final distributor and/or manufacturer of products according to the Food and Drug Administration

("FDA") regulations. 21 C.F.R. 821.3. Stamford Hospital is a mandatory reporter of adverse events associated with medical devices.

27. Stamford Hospital purchased pelvic mesh products without any review, oversight or verification of whether said products were approved/cleared by the FDA or branded as investigational and subject to additional regulatory guidelines. Stamford Hospital also purchased pelvic mesh products without any verification of the safety and efficacy of the products resulting in investigational products being marketed by Stamford Hospital to unsuspecting women as FDA approved safe and effective.

28. Stamford Hospital purchased the Prolift product, which included new tools and new procedures, from Johnson & Johnson without knowledge or awareness of FDA clearance or approval.

29. Stamford Hospital implanted pelvic mesh products into patients at least 200-250 times since approximately 2000, including between 2004-2008 when the Prolift was not approved by the FDA.

III. FACTUAL BACKGROUND

30. The Defendant's Pelvic Mesh Products were sold, resold, distributed, marketed, designed, patented, manufactured and/or labeled by the Defendant, at all times relevant herein.

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31. Moreover, these products contain a monofilament polypropylene mesh intended for the treatment of stress urinary incontinence. Despite claims that this material is inert, scientific evidence suggests that this material is biologically incompatible with human tissue and specifically should not be used in the pelvic region. Additionally, polypropylene promotes an immune response in a large subset of the population receiving the Defendant's Pelvic Mesh Products. The body's natural responses to pelvic mesh can promote degradation of the pelvic tissue and/or degradation of the mesh itself, and can contribute to other severe adverse reactions.

32. Defendant's Pelvic Mesh Products were represented and/or marketed as safe, effective, reliable, medical devices, implanted by safe and effective, minimally invasive surgical techniques for the treatment of medical conditions, primarily pelvic organ prolapse and stress urinary incontinence, and as safer and more effective as compared to the traditional products and procedures for treatment, and other competing pelvic mesh products. Stamford Hospital did not monitor or verify the safety and effectiveness of the pelvic mesh products or the new surgical technique used to implant the products that it purchased and then sold to end users such as the Plaintiff.

33. The Defendant's Pelvic Mesh Products have high failure, injury, and complication rates, fail to perform as intended, require frequent and often

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debilitating re-operations, and have caused severe and irreversible injuries, conditions, and damage to a significant number of women, including the Plaintiff. In a study published based on a multi-center randomized controlled trial in August, 2010 in the Journal of the American College of Obstetricians and Gynecologists, it was concluded that there is a high (15.6%) vaginal mesh erosion rate with the Prolift, "with no difference in overall objective and subjective cure rates. This study questions the value of additive synthetic polypropylene mesh for vaginal prolapse repairs."

34. Stamford Hospital has consistently underreported, failed to report and withheld information about the propensity of the Defendant's Pelvic Mesh Products to fail and cause injury and complications and have misrepresented the efficacy and safety of the Products, through various means and media, actively and intentionally misleading the medical community, patients, and the public at large.

35. The Defendant has known and continues to know that disclosures to the FDA were and are incomplete and misleading and that the Pelvic Mesh Products were and are causing numerous patients severe injuries and complications. Stamford Hospital failed to accurately and completely disseminate or share this and other critical information with the FDA, health care providers, and the patients. As a result, Stamford Hospital actively and intentionally misled

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and continue to mislead the public, including the medical community, health care providers and patients, into believing that the pelvic mesh products that it purchased and resold to patients were safe and effective, leading to the prescription for and implantation of the Pelvic Mesh Products into the Plaintiff and others.

36. Despite the chronic underreporting of adverse events associated with Stamford Hospital's Pelvic Mesh Products and the underreporting of events associated with similarly designed competitor products, enough complaints were recorded for the FDA to issue a public health notification regarding the dangers of these devices.

37. On October 20, 2008, the Food and Drug Administration ("FDA") issued a Public Health Notification that described over 1,000 complaints (otherwise known as "adverse events") that had been reported over a three year period relating to pelvic mesh products. Although the FDA notice did not identify the transvaginal mesh manufacturers by name, a review of the FDA's MAUDE database indicates that Johnson & Johnson and A.M.S. are some of the sellers of the products that are the subject of the notification.

38. The Defendant failed to perform or rely on proper and adequate testing and research in order to determine and evaluate the risks and benefits of the Defendant's Pelvic Mesh Products.

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39. The Defendant failed to verify a safe and effective design of the pelvic mesh products and failed to establish a safe, effective procedure for removal of the Defendant's Pelvic Mesh Products; therefore, in the event of a failure, injury, or complications it is impossible to easily and safely remove the Defendant's Pelvic Mesh Products that it sold and implanted into patients such as Robin Sherwood.

40. Feasible and suitable alternative designs as well as suitable alternative procedures and instruments for implantation and treatment of stress urinary incontinence, pelvic organ prolapse, and similar other conditions have existed at all times relevant as compared to the Defendant's Pelvic Mesh Products.

41. The Defendant's Pelvic Mesh Products were at all times utilized and implanted in a manner foreseeable to the Defendant.

42. The Defendant has at all times provided incomplete, insufficient, and misleading training and information to physicians, in order to increase the number of physicians utilizing the Defendants' Pelvic Mesh Products, and thus increase the sales of the Products, and also leading to the dissemination of inadequate and misleading information to patients, including Plaintiffs.

43. The Pelvic Mesh Products implanted into the Plaintiffs were in the same or substantially similar condition as they were when they left the possession

of the Defendant, and in the condition directed by and expected by the Defendant.

44. The injuries, conditions, and complications suffered due to the Defendant's Pelvic Mesh Products include but are not limited to mesh erosion, mesh contraction, infection, fistula, inflammation, scar tissue, organ perforation, dyspareunia, blood loss, neuropathic and other acute and chronic nerve damage and pain, pudendal nerve damage, pelvic floor damage, pelvic pain, urinary and fecal incontinence, prolapse of organs, and in many cases the women have been forced to undergo intensive medical treatment, including but not limited to operations to locate and remove mesh, operations to attempt to repair pelvic organs, tissue, and nerve damage, the use of pain control and other medications, injections into various areas of the pelvis, spine, and the vagina, and operations to remove portions of the female genitalia, and injuries to Plaintiffs' intimate partners.

45. Despite Stamford Hospital's knowledge of these catastrophic injuries, conditions, and complications caused by their Pelvic Mesh Products, the Defendant has continued to market, manufacture and sell and/or resell the Products, while continuing to fail to adequately warn, label, instruct, and disseminate information with regard to the Defendant's Pelvic Mesh Products, both prior to and after the marketing and sale of the Products.

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46. Contrary to the Defendant's representations and marketing to the medical community and to the patients themselves, the Defendant's Pelvic Mesh Products have high failure, injury, and complication rates, fail to perform as intended, require frequent and often debilitating re-operations, and have caused severe and irreversible injuries, conditions, and damage to a significant number of women, including the Plaintiff, making them defective under the law. The defects stem from any or all of the following:

a. the use of polypropylene material in the Mesh itself and the immune reaction that results, causing adverse reactions and injuries;

b. the design of the Pelvic Mesh Device to be inserted transvaginally, into an area of the body with high levels of bacteria, yeast, and fungus that adhere to mesh causing immune reactions, mesh degradation, as well as subsequent tissue breakdown and adverse reactions and injuries;

c. biomechanical issues with the design of the mesh that create strong amounts of friction between the mesh and the underlying tissue that subsequently causes that tissue to degrade;

d. the use and design of anchors in the Pelvic Mesh Product which when placed correctly are likely to pass through and injure major nerve routes in the pelvic region;

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e. degradation of the mesh itself over time which does not allow for appropriate incorporation or fixation of the mesh, which results in injury;

f. the welding and/or manufacturing process extremes that degrade the mesh prior to implantation;

g. the design and inclusion of trocars with pelvic mesh products, to aid with inserting Defendant's Pelvic Mesh Products into the vagina, are defective because these devices require tissue penetration in nerve rich environments which results in the destruction of nerve endings causing pain and other injuries; and/or

h. the product lacked adequate warnings and instructions that would have informed the consumer or user of these dangerous propensities and how to avoid them.

47. On or about April 21, 2006, various of the Defendant's Pelvic Mesh Products were implanted in the Plaintiff by an agent, servant and/or employee of Stamford Hospital, including but not limited to a pubovaginal sling and a polypropylene mesh graft, at a time when it was not legal to implant such a device under Federal law.

48. Thereafter, as a result of the defective nature of said products, the Plaintiff suffered numerous, painful and permanent consequences.

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49. As a result of the defective product, the Plaintiff received and suffered painful, permanent, severe and disabling injuries which were caused, aggravated, accelerated or lighted up by said occurrence, including mesh erosion, mesh extrusion, mesh contraction, inflammation, scar tissue, dyspareunia, vaginal shortening, blood loss, muscle damage, rectal laceration made while passing the right trocar through an incision, urinary frequency, urinary urgency, ulceration and ischemia of the vaginal wall, recurrent infections and severe shock to the Plaintiff's entire nervous system, requiring the Plaintiff to undergo intensive medical treatment, including additional operations to locate and remove mesh.

50. As a further result, the Plaintiff has suffered severe physical and emotional distress, extreme pain and suffering, embarrassment, limitation of activities, scarring, inconvenience, disability, and has been unable to perform the work, household, recreational; parental and normal duties, activities, and functions as the Plaintiff did before said occurrence.

51. As a result of said injuries, the Plaintiff was required to expend substantial sums of money and may be required to expend additional sums of money in the future for:

a) Medical care and treatment;

b) Psychological care and treatment;

c) Pharmaceutical expenses;

d) Medical devices; and

e) Diagnostic treatment.

52. As a further result of the conduct of the Defendant, the Plaintiff is apprehensive and fearful of future medical complications resulting from the aforesaid injuries.

53. At all times material, the Defendant owed the Plaintiff the duty to design, manufacture, assemble, inspect and/or test the subject product in such a manner and with the exercise of reasonable care, so as to prevent exposing the Plaintiff to the harms enumerated herein.

54. At all times material, the Defendant had a duty to warn consumers or intended users of the subject product of defects which it knew or should have known in the exercise of ordinary care existed in the subject products, which defects rendered the subject product unreasonably dangerous to use.

55. At all times material hereto, the dangerous, hazardous and defective condition described above in connection with the propensity of the subject product to activate was latent, and the Plaintiff was not capable of realizing the dangerous condition and could not have discovered the dangerous condition with a reasonable inspection.

56. Prior to the sale of the products at issue herein, the Defendant knew of the extreme dangers presented by the aforementioned product due to its design.

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57. Prior to the sale of the products at issue herein, the Defendant was notified of injuries sustained by numerous other individuals utilizing the aforementioned products due to their defective and unsafe nature.

58. At the time the Defendant sold the subject product, as well as on April 12, 2006, the product was designed, tested, manufactured and labeled in a defective condition, unreasonably dangerous when put to a reasonably anticipated use by its ordinary users, including Plaintiff.

59. The Defendant at all material times, was, or in the exercise of reasonable care should have been aware of the evidence of the Defects enumerated herein, but nevertheless maintain a practice of not disclosing to customers all of its research data or information on the Defects. Defendant was aware that preventable and foreseeable injuries have been caused by the Defects for a number of years. This awareness comes from studies conducted by the Defendant's supplying companies and others; from specific reports of similar incidents from a range of products; and from prior lawsuits all of which was either actually known or available to the Defendants.

60. The Plaintiff's injuries either would not have occurred, or would have been substantially less severe, had the product not had the defects described herein.

61. At the time of design, manufacture, distribution, marketing, advertising,

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distribution, sale and continuing thereafter, the product was in a defective, dangerous and unreasonable condition for use by the Plaintiff in that the Defendant:

a. improperly and/or inadequately distributed the product;

b. improperly and/or inadequately manufactured, promoted, and/or sold the product;

c. failed to properly inspect and/or test the product;

d. failed to properly warn and/or install warnings or instructions to the user, dealer, purchaser, seller and/or agents of the user about the hazards and dangers associated with the product, either before or after the sale;

e. failed to establish proper and adequate safety design, risk management, and failure mode and effects analysis to the design and manufacturing of the product; and

f. advertised, marketed and/or promoted its product when it knew or should have known of its unsafe and dangerous propensities.

62. The above described conditions were a substantial factor in producing the Plaintiff's injuries and damages hereinbefore alleged.

63. The Defendant and/or its agents, servants or employees expressly warranted, by way of, among other things, advertising, promotional campaigns, brochures, literature, marketing plans, trade name, and goodwill that said product was among other things:

a. safe and fit for its intended purposes and/or uses;

b. safe and fit for its particular purpose;

c. safe and fit for use by persons such as the Plaintiff; and

d. safe and fit for reasonable and expected uses such as that utilized by the Plaintiff.

64. The Defendant breached these express warranties as described above in providing a product that was not safe and fit as warranted.

65. The breach of these express warranties was a substantial factor in producing and causing the Plaintiff's injuries and damages as alleged.

66. The Defendant impliedly warranted that the product was:

a. fit for its particular purpose for which it was intended; and/or

b. of merchantable quality.

67. The Defendant breached these implied warranties as described above in providing a product that was not fit for its particular purpose or of merchantable quality as impliedly warranted due to the Defects described herein.

68. The breach of these implied warranties was a substantial factor in producing and causing the Plaintiff's injuries and damages as alleged.

69. The Defendant and/or its agents, servants or employees were negligent and careless in one or more of the following ways in that the Defendant:

a. improperly and/or inadequately distributed the product;

b. improperly and/or inadequately manufactured, promoted and/or sold the product;

c. failed to properly inspect and/or test the product;

d. failed to properly warn and/or install warnings or instructions to the user,

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dealer, purchaser, seller and/or agents of the user about the hazards and dangers associated with the product, either before or after the sale;

e. failed to establish proper and adequate safety design, risk management, and failure mode and effects analysis to the design and manufacturing of the product; and

f. advertised, marketed and/or promoted its product when it knew or should have known of its unsafe and dangerous propensities.

70. The above described negligence of the Defendant was a substantial factor in producing and causing the Plaintiff's injuries and damages hereinbefore alleged.

71. The Defendant violated Connecticut General Statutes §52-240b by acting with reckless disregard for the safety of product users such as the Plaintiff, in at least one or more of the following ways in that the Defendant:

a. improperly and/or inadequately distributed the product;

b. improperly and/or inadequately manufactured, promoted and/or sold the product;

c. failed to properly inspect and/or test the product;

d. failed to properly warn and/or install warnings or instructions to the user, dealer, purchaser, seller and/or agents of the user about the hazards and dangers associated with the product, either before or after the sale;

e. failed to establish proper and adequate safety design, risk management, and failure mode and effects analysis to the design and manufacturing of the product; and

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f. advertised, marketed and/or promoted its product when it knew or should have known of its unsafe and dangerous propensities.

72. The harm, injuries and damages suffered by the Plaintiff was a result of the heedless and reckless disregard for the safety of product users such as the Plaintiff thereby creating an unreasonable risk of bodily injury to the Plaintiff.

73. The Defendant, at all material times, has been engaged in the business of selling products such as the product sold to the Plaintiff.

74. The Defendant, and/or its agents, servants or employees through oral and written representations, represented to the Plaintiff that the product was perfectly safe and well designed.

75. When making the representations described above, the Defendant actually knew, or in the exercise of reasonable care should have known, of the dangerous and defective condition of the product.

76. The Plaintiff relied on the knowledge, experience and expertise of the Defendants and/or their agents, servants or employees and was deceived by its representations.

77. The Defendant has specifically violated CONN. AGENCIES REGS. §42-110B-18(B), by misrepresenting the standard of its merchandise or services as described above.

78. The Defendant has specifically violated CONN. AGENCIES REGS. §42-110B-18(E), by misrepresenting the nature, characteristics, uses, benefits, and qualities of its merchandise or services as described above.

79. As a result of the above described defective condition of the product,

the Defendants are liable and legally responsible to the plaintiffs for their injuries and losses as set forth herein by virtue of Connecticut General Statutes § 52-572m, et seq.

80. The Co-Plaintiff, Greg Hoelscher, is the husband of the Plaintiff.

81. As a further result of the Defendant's conduct, the Co-Plaintiff, has suffered mental and emotional distress, has had to render care and attention to the his spouse and has lost marital consortium, which may include a loss of companionship, care, support, society, aid and comfort all to his loss and damage.

THE PLAINTIFFS,

By _____

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Tooher Wocl & Leydon LLC
80 Fourth Street
Stamford, CT 06905
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Juris No. 106151

ATTEST:
A TRUE COPY
NANCY F. MARINO
Connecticut State Marshal
Hartford County

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RETURN DATE: SEPTEMBER 16, 2014	:	**SUPERIOR COURT**
ROBIN SHERWOOD; **GREG HOELSCHER**	:	**J.D. OF STAMFORD**
V.	:	**AT STAMFORD**
STAMFORD HEALTH SYSTEM **D/B/A STAMFORD HOSPITAL**	:	**AUGUST 13, 2014**

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STATEMENT OF AMOUNT IN DEMAND

The amount in demand is in excess of FIFTEEN THOUSAND

($15,000.00) DOLLARS, exclusive of interest and costs.

THE PLAINTIFFS,

By _____

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V.	:	**AT STAMFORD**
STAMFORD HEALTH SYSTEM **D/B/A STAMFORD HOSPITAL**	:	**AUGUST 13, 2014**

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs claim:

1. Monetary damages;

2. Attorney fees pursuant to Connecticut General Statutes §52-240a;

3. Punitive damages pursuant to Connecticut General Statutes §52-240B and the common law; and

4. Any other further relief in law or equity which may appertain.

THE PLAINTIFFS,

By _____

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Message

Transmittal 12846032 has been successfully acknowledged.

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Transmittal Details

Entity:
STAMFORD HEALTH SYSTEM, INC.

Entity Served:
STAMFORD HEALTH SYSTEM, INC. D/B/A STAMFORD HOSPITAL

Title of Action:
ROBIN SHERWOOD v. STAMFORD HEALTH SYSTEM, INC. D/B/A STAMFORD HOSPITAL

Document(s) Type:
Summons/Complaint

Nature of Action:
Product Liability

Court/Agency:
Stamford Superior Court

Case/Reference No:
NOT SHOWN

Jurisdiction Served:
Connecticut

Date Served on CSC:
08/14/2014

Answer or Appearance Due:
09/16/2014

Originally Served On:
CSC

How Served:
PERSONALSERVICE

Sender Information:
Brenden P. Leydon